

SOUTHERN COMMERCIAL BANK

5515 SOUTH GRAND
SAINT LOUIS, MISSOURI 63111
(314) 481-6800

July 8, 1987

1 5260

7-197A012

RECORDATION NO. Filed 1438

Interstate Commerce Commission
12th & Constitution Avenue
Washington, D.C. 20423

JUL 16 1987 - 3 30 PM

DATE JUL 16 1987

INTERSTATE COMMERCE COMMISSION Fee \$

10.00

CC Washington, D.C.

Dear Sir:

Enclosed you will find a check for \$10.00 and a financing statement agreement. Please have this recorded for us.

If there are any other requirements, please let us know.
Thank you.

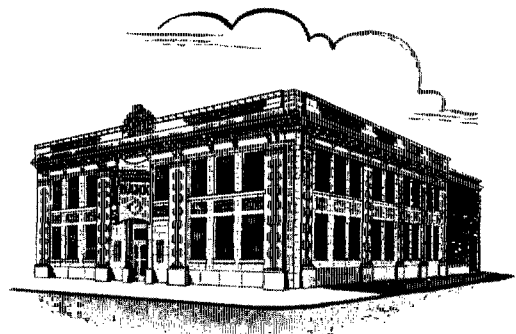
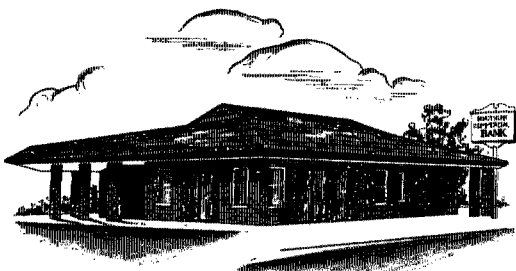
Sincerely,

Byron W. Moser, III

Byron W. Moser, III
Vice-President

BWM, III/tw
encl.

100-074102 OF
THE SECRETARY
JUL 16 3 13 PM '87
MOTOR OPERATOR UNIT





SOUTHERN COMMERCIAL BANK

5515 SOUTH GRAND
SAINT LOUIS, MISSOURI 63111
(314) 481-6800

Interstate Commerce Commission
12th & Constitution Ave N.W.
Washington D.C 20423
Attn: Ms Mildred Lee

July 27, 1987

Re: filing of lien on 85' Pullman
Std. DOM1950, Lot 6863, Plan4165
Railway Car (formerly Amtrack#8200)

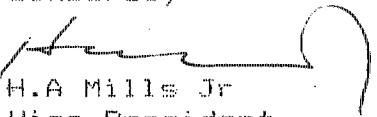
Dear Ms Lee

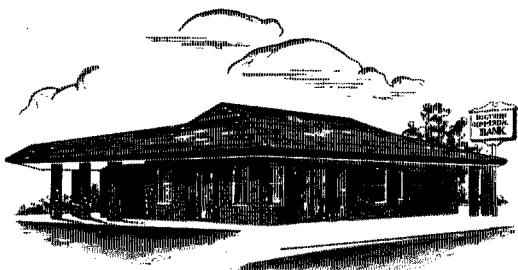
Enclosed is an additional copy of our note and security agreement covering the above item, as per our conversation this afternoon. I hope this satisfies your requirements.

I do have one additional question: are we required to file state and local UCC forms on this equipment to perfect our lien?

The enclosed is a copy of the total amount of documentation we have in our file concerning this transaction. If anything further is required, please advise. I have enclosed a return envelope for your convenience if further documentation is required.

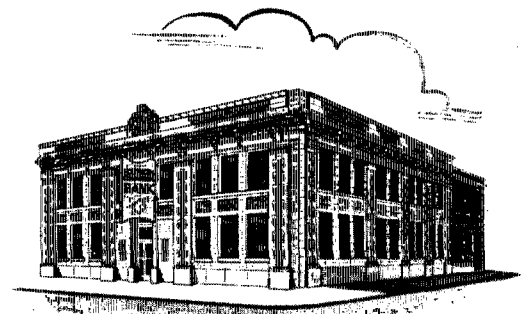
Sincerely


H.A. Mills Jr
Vice President
Southern Commercial Bank
St Louis, Missouri, 63111



3207 MERAMEC

CONVENIENCE BANKING SINCE 1891



7201 SOUTH BROADWAY

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/31/87

Byron W. Moser III
Vice President
Southern Commercial Bank
5516 South Grand
St. Louis Missouri 63111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/16/87 at 3:30pm, and assigned recordation number(s). 15260 & 15260-A

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

BEFORE THE INTERSTATE
COMMERCE COMMISSION

FINANCING STATEMENT AGREEMENT

Debtor:

St. Louis Locomotive Company
8011 Clayton Road
St. Louis, Missouri 63117

Secured Party:

Southern Commercial Bank
5515 South Grand
St. Louis, Missouri 63111

Property Secured:

Eighty-Five (85) foot Pullman
Standard, DOM 1950, Lot 6863, Plan
4165, Railway Car known as Blue
Ridge Club - Five (5)
Bedroom-Buffer Observation Lounge,
formerly Amtrak No. 8200

RECORDATION NO. 5260 FILED 1428

JUL 16 1987 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

This Financing Statement Agreement is filed with Debtor's signature to perfect a security interest in collateral per attached Promissory Note.

ST. LOUIS LOCOMOTIVE COMPANY,
Debtor

SOUTHERN COMMERCIAL BANK,
Secured Party

By:

Donald Kenneth Anderson, Jr.,
Executive Vice-President &
Secretary

By:

Byron Moser, Vice-President

STATE OF MISSOURI)

) SS.

COUNTY OF ST. LOUIS)

On this 17th day of July, 1987, before me, a Notary Public, personally appeared DONALD KENNETH ANDERSON, JR., after being first duly sworn upon oath, and stated that he is the Executive Vice President and Secretary of the Debtor herein, that he has read the foregoing Financing Statement Agreement, that he has signed the foregoing document as Executive Vice-President and Secretary of the Debtor, and that the statements therein contained are true and correct to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal the day and year above written.

Brenda S. Williams
Notary Public

My Commission Expires:

4/16/89

BRENDA S. WILLIAMS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 4/16/89
ST. LOUIS COUNTY

STATE OF MISSOURI)

) SS.

CITY OF ST. LOUIS)

On this _____ day of _____, 1987, before me, a Notary Public, personally appeared BYRON MOSER, who being first duly sworn upon oath, and stated that he is the Vice-President of Southern Commercial Bank, that he signed the foregoing document as Vice-President of the Southern Commercial Bank, and that the statements therein contained are true and correct to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal the day and year above written.

Arline Palmieri
Notary Public

My Commission Expires: Feb. 8, 1990
ARLINE PALMIERI, STATE OF MISSOURI
MY COMMISSION EXPIRES FEB. 8, 1990
ST. LOUIS COUNTY

St. Louis Locomotive Co. Inc. Donald K. Anderson, Jr. Edmund J. Boyce, Jr. 8011 Clayton Rd., (63117) Borrower's Name and Address "I" means each borrower above, jointly and severally.	SOUTHERN COMMERCIAL BANK SAINT LOUIS, MISSOURI 63111 Lender's Name and Address "You" means the lender, its successors and assigns.	Loan No. #40204-1 Date <u>July 1</u> , 19 <u>87</u> Mat. Date <u>July 1</u> , 19 <u>88</u> Loan Amt. \$ <u>35,000.00</u>
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Note: I promise to pay to you, or your order, at your address above, the amount of:

THIRTY FIVE THOUSAND AND NO/100 dollars \$ 35,000.00, plus interest from

RECORDATION NO. 15268A at the rate of 10 % per year until paid in full,

plus other finance charges (if any) which total \$ _____ I will pay this amount as follows:

- (a) ☒ Interest due monthly on the first JUL 1 1987 - 3 22 PM
Principal due on demand
- (b) ☐ In _____ installments of \$ _____ each, beginning _____, 19 _____ and on the
same day of each _____ from then on until paid in full.
- (c) ☐ (other) _____

Costs of Collection and Attorneys' Fees: I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision shall also apply if I file a petition or any other claim of relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

☐ If checked, I will pay a late charge on any payment made more than 15 days after it is due, of 5% of the payment, but not less than \$1.00 or greater than \$15.00.

The purpose of this loan is business expense

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
10.14 %	\$ 3,548.61	\$ 35,000.00	\$ 38,548.61

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 35,000.00	due on demand with accrued interest payable monthly on the first
	\$	
	\$	
	\$	

☐ This note has a demand feature. ☒ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in:

☒ (brief description of other property)

Filing Fees \$ _____

☐ the goods or property being purchased.

85 foot Pullman Standard Railway Car

☐ my deposit accounts and other rights to the payment of money from you.

☐ Collateral securing other loans with you may also secure this loan.

Late Charge: ☐ If checked, I will pay a late charge on any payment made more than 15 days after it is due, of 5% of the payment, but not less than \$1.00 or greater than \$15.00.

Prepayment: If I pay off this loan early, I will not have to pay a penalty.

If I pay off this loan early, I ☐ may ☒ will not be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. It will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (or Initials)
Credit Life			I want credit life insurance x _____
Credit Disability			I want credit disability insurance x _____
Joint Credit Life			I want joint credit life insurance x _____

Property Insurance: I understand that I am free to insure my property with whatever licensed company, agent or broker I may choose; that I may do so at any time after the date of this loan; that I have not cancelled existing insurance on my property if I owned it before this loan; and that this loan cannot be denied me simply because I did not purchase my insurance through you. If I get the insurance from

or through you I will pay \$ _____ for _____ of coverage.

Date _____ Signature _____

Itemization of Amount Financed
(This Itemization of Amount Financed must be supplied by the creditor.)

Amount given to me directly	\$ 30,000.00 (a)
Amount paid on my account	\$ 5,000.00 (b)
	\$ _____ (c)
Amounts paid to others on my behalf:	
To Insurance Companies	\$ _____ (d)
To Public Officials	\$ _____ (e)
	\$ _____ (f)
	\$ _____ (g)
	\$ _____ (h)
	\$ _____ (i)
	\$ _____ (j)
	\$ _____ (k)
Prepaid Finance Charge	\$ _____ (l)
AMOUNT FINANCED (a through k-l)	\$ 35,000.00 (m)

Security: To secure the payment of this note:

(1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.

(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) ☐ If checked, this note is not further secured by any contemporaneous agreement (except for (1) and (2) of this section).

(4) ☐ If checked, this note is secured by a separate _____ dated _____

(5) ☒ **Security Agreement** - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

85 foot Pullman Standard DOM, 1950, Lot 6863, Plan 4165 Railway Car
(formerly Amtrak #8200)

Signatures:

Any person who signs within this box does so to give you a security interest in the property described above. This person does NOT promise to pay the note.

Signature _____

I agree to the terms of the note, disclosure, and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.

ST. LOUIS LOCOMOTIVE CO., INC.

Signature Donald K. Anderson, Jr. Secretary

Signature Edmund J. Boyce, Jr. President

ADDITIONAL TERMS OF THE NOTE

These terms apply to this note even if you have not used the security agreement on the front side.

APPLICABLE LAW - I agree that this note will be governed by the law of the State of Missouri. The terms of any agreement securing the payment of this note may also be governed by the law of the state where the property is located. The fact that any part of this note cannot be enforced will not affect the rest of the note.

PREPAYMENT - I may prepay this note in whole or in part at any time. If I prepay in part, I must still make each later payment as it becomes due until this note is paid in full.

DEFAULT - I will be in default on this note if any one or more of the following occur:

- (1) I fail to make a payment on this note in full when due;
- (2) the prospect of payment, performance or realization on collateral is significantly impaired.

If an event of default occurs as to any one of us, you may exercise your remedies against any or all of us.

REMEDIES - If I am in default on this note or security agreement, you have all the remedies provided under this agreement and by law. You may (after giving notice and waiting a period of time, if required by law):

- (1) accelerate the due date of the note and demand immediate payment of all I owe you under this note;
- (2) set-off this debt against any right I have to the payment of money from you;
- (3) demand more security or new parties obligated to pay this note as a condition of waiving any other remedy;
- (4) make use of any remedy you have under state or federal law; and
- (5) make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not waive your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default.

EXCEPTIONS - The following two paragraphs apply if this is a consumer loan under the Missouri Consumer Finance Act:

If I am in default only because of my failure to make a payment, you must send me written notice of my default and right to cure if you intend to accelerate the due date of the note, or take possession of or enforce any security interest. You may exercise these remedies only if I fail to cure the default within the time allowed by law after the notice is sent.

However, no notice of default and right to cure is necessary, and you may immediately exercise any and all of your remedies, if I have previously been given a notice of default and right to cure two or more times on this loan.

SET-OFF - You have the right to set-off any amount I owe you under this note against any right I have to receive money from you. If my right to receive money from you is owned by someone else not paying this note, your set-off can only reach funds I could have reached with my own request or endorsement. Your right of set-off does not extend to accounts where my rights are only as a fiduciary. It also does not extend to IRAs, or other tax-deferred retirement accounts.

Your right of set-off applies without prior demand or notice except as may be required by law. It applies no matter what sort or value of collateral is on this loan. It also applies no matter who else has agreed to pay this note.

You will not be liable for any dishonor of a check where such dishonor occurs because you set-off this debt against my account.

OTHER SECURITY - I agree that any present or future agreement securing any other debt I owe you will also secure the payment of this note. However, an agreement securing any other debt will not secure this note if either of the following applies:

- (1) you fail to make any disclosure of the existence of a security interest in such property required by law for this transaction;
- (2) such property is my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for this transaction;
- (3) this is a "consumer" loan and such property securing the other debt is "household goods" (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or
- (4) such property is margin stock subject to the requirements of 12 C.F.R. Section 207 or 221.

If this is a consumer loan under the Missouri Consumer Finance Act, you waive with respect only to the debt evidenced by this note, any security interest in any real estate, non-processed farm products, livestock, farm machinery or crops within the meaning of Section 408.100 RSMo. I agree that any security interest(s) previously given by me to secure any other debt remain unaffected by this waiver, as to those other debts.

OBLIGATIONS INDEPENDENT - Each borrower, co-signer, or guarantor who signs this note agrees jointly and severally to pay according to its terms. This means that:

- (1) I must pay this note even if someone else has signed it;
- (2) you may release any co-signer or guarantor and I will still be obligated to pay the note;
- (3) you may release any security and I will still be obligated to pay the note;
- (4) waiver by you of any of your rights will not affect my duty to pay this note; and
- (5) extending new credit or renewing this note will not affect my duty to pay this note.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest. This means I give up the right to require the note holder to demand payments of the amount due or to give notice that amounts due have not been paid.

PRIVACY PRACTICES - I understand that from time to time you may receive credit information from others, concerning me such as stores, other lenders, and credit reporting agencies. I also understand and agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information.

ADDITIONAL TERMS OF SECURITY AGREEMENT

These terms apply to the security agreement which starts on the front side of this form at paragraph (1) of the "Security" section.

PROPERTY - The word property, as used here, includes all property which is listed by item. If a general description is used, the word property includes all my property fitting the general description. Property also means all benefits which arise from the described property. It also means property which now or later is attached to, a part of, or results from the property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all the property. I will defend it against any other claim. Your claim to the property is prior to the claims of any other creditor. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the property in my possession (except for that which is pledged). I will keep it in good repair and use it only for its intended purposes. It will be kept at my address (on front side) unless we agree otherwise in writing.

I will not try to sell the property (unless it is inventory). I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will inform you of any loss or damage to the property.

INSURANCE - I agree to buy insurance on the property against the risks and for the amounts that you require. You will be named as loss payee on any such policy. You may require added security on this note if you agree that insurance proceeds may be used to repair or replace the property. The insurance will be bought from a firm licensed to do business in Missouri. The firm will be reasonably acceptable to you. The insurance will last until the entire debt is paid. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself. I will pay for the insurance on demand plus interest at the rate in effect on this note from time to time until paid in full.

SECURED OBLIGATIONS - This security interest secures this note and any other debt I have with you, now or later. However, this agreement will not secure another debt:

- (1) if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
- (2) if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
- (3) to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
- (4) to the extent that this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221; or
- (5) to the extent this security interest is in property described in Section 408.100 RSMo and the other debt to be secured is a consumer loan under the Missouri Consumer Finance Act.

This security interest will last until it is discharged in writing.

If I use the proceeds of this loan to purchase items which are security for the repayment of this loan, it is a purchase money loan. For the purpose of determining the extent of your security interest which is a purchase money security interest:

- (1) payments on any non-purchase money loan which is also secured by this agreement will not apply to the purchase money loan secured by this agreement; and
- (2) if this agreement secures a loan for which only part of the proceeds were used to purchase collateral, then any payments on that loan will apply first to the non-purchase money portion of the loan, and then to the purchase money obligations in the order in which the items of collateral were purchased.

REMEDIES - If I default on this loan, you have a number of remedies. Some were listed in the note portion of this document. In addition to those remedies, you have the following:

- (1) If I default by failing to pay taxes or other charges, you may pay them (but are not required to do so). If you do, I will repay to you the amount you paid plus interest at the rate in effect on this note from time to time until paid in full.
- (2) If I default, you may require me to gather the property and make it available to you in a reasonable fashion.
- (3) If I default, you may repossess the property and sell it as provided by law. You may apply the proceeds to your expenses and then to the debt. If the proceeds do not satisfy the debt, you can obtain a deficiency judgment if allowed by law.
- (4) In some cases, you may keep the property to satisfy the debt.

FILING - A copy of this security agreement may be used as a financing statement where allowed by law.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice If Applicable